NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
PREPOSITIONING CONTRACT
REMEDIATION SERVICES

COUNTY COMMISSIONERS
JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
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CHRIS COUDRIET, COUNTY MANAGER
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NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
PREPOSITIONING CONTRACT
REMEDIATION SERVICES

Proposals addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “RFP- REMEDIATION SERVICES” will be accepted until 5:00 PM EST., Wednesday, May 1, 2019.

Proposals may also be emailed to: lbutler@nhcgov.com. Deadline for receipt of proposal via email is 5:00 PM EST., Wednesday, May 1, 2019.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at https://www.nhcgov.com/business-nhc/bids.

New Hanover County is requesting proposals from experienced firms for Remediation Services in the event that a disaster should occur. Therefore, as set forth by FEMA, each community should be prepared in advanced for such an occurrence.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the Award which will be in the best interest of the County.

Released: Wednesday, April 10, 2019
Section 2 – General Information

2.1 – Schedule

<table>
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<tr>
<td>Wednesday, April 10, 2019</td>
<td>RFP issued.</td>
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<tr>
<td>Wednesday, April 17, 2019 @ 5:00 PM EST</td>
<td>Deadline for questions</td>
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<td>Wednesday, April 24, 2019</td>
<td>Questions will be answered via written addendum.</td>
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<tr>
<td>Wednesday, May 1, 2019, 5:00 PM.</td>
<td>Deadline for receipt proposals</td>
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2.2 – Introduction

New Hanover County is requesting proposals from experienced firms for Remediation Services in the event that a disaster should occur. Therefore, as set forth by Federal Emergency Management Administration (FEMA), each community should be prepared in advance for such an occurrence.

Acceptance by the County of any submittal to this Request for Proposals (RFP) for Remediation Services shall not constitute or warrant a contract. The County is not responsible for the cost associated with preparing a proposal and/or participating in any interviews that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Proposer shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL.

Proposer shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability (CUL) insurance with a limit of not less than $1,000,000 each accident. Proposer shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.
The Employer’s Liability, and if necessary, CUL insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

2.4 – Questions
Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions will be received until Wednesday, April 17, 2019 at 5:00 PM EST. An addendum summarizing all questions and answers will be posted to the County’s website.

Proposers who have notified the County of their intent to submit a proposal along with the email address will be sent the addendum upon posting.

2.5 – Communication
Other than the contact detailed in Section 2.4-Site, Proposers may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is Lena Butler, Purchasing Supervisor. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit
All Proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response
Costs incurred by prospective Proposers in the preparation of the response to this RFB are the responsibility of the Proposer and will not be reimbursed by The County.

2.8 – Proposal Submittal Deadline
Proposers are instructed to submit their Proposals in a sealed envelope clearly marked “RFP-REMEDIATION SERVICES” and mail to:

New Hanover County
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403
OR
Send your Proposal via email to lbutler@nhcgov.com.

The deadline for receipt of proposals is Wednesday, May 1, 2019 at 5:00 PM EST. No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be accepted.
2.9 – Authorized Signature

Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.

2.10 – Minor Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 – Ownership of Documents

All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened and as such will not be returned to the Proposer.

2.12 – Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 – Withdrawal of Proposals

No proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of bids. Negligence or error on the part of any Proposer in preparing his proposal confers no right of withdrawal or modification after the proposals have been opened.

2.14 – Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.
2.15 - Indemnity

The successful Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.16 – E-Verify

Pursuant to Session Law 2013-418, Proposer shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Proposer’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Addendum

The RFP package constitutes the entire set of instructions to the Proposer. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers who notified the Purchasing Supervisor of their intent to submit a proposal and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx) to check for the issuance of any addenda before submitting your proposal.

2.18 - Compliance with Proposal Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.19 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(See Section 3 for Complete Details)**
2.20 – Award

Contract shall be awarded based on the Evaluation Factors described in Section 5 of this RFP.

2.21 - Execution of Agreement

The successful Proposer will be required to enter into a formal agreement that is consistent with the Proposal requirements outlined within. The successful Proposer to whom the Contract is awarded by the County shall within 15 days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

2.22 - Payment Terms

Payment is Net 30 days from the date of an approved invoice.

2.23 - Right to Reject Bids

New Hanover County reserves the right to accept or reject any or all proposal in response to this RFB.
Section 3– Federal Uniform Guidance

1. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. Equal Opportunity.

2.1 During the performance of this contract, Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.3 Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.4 Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
2.5 Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Proposer's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Proposer will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Proposer will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Proposer may request the United States to enter into such litigation to protect the interests of the United States.

3. Proposer shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Proposer and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the
compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Proposer shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Proposer must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Proposer must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 **Overtime:** No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 **Violation:** liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Proposer and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions,
such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Proposer or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in this Agreement.

4.5 Subcontracts: Proposer or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Proposer agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Proposer’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Proposer agree to take the necessary actions to
provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Proposer agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

6.1 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Proposer agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Proposer agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal
Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **Suspension and Debarment.**

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Proposer is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

9. **Procurement of Recovered Materials.**


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   
   ii. Meeting contract performance requirements; or
   
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
10. **Access to Records.** The following access to records requirements apply to this contract:

10.1 Proposer agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Proposer agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Proposer will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Proposer’s actions pertaining to this bid.
Section 4– Scope of Work

New Hanover County is requesting Proposals for pre-positioned remediation services. Services include testing, assessment, and remediation activities. Services are requested to be utilized in the event of an emergency, immediately following the emergency.

The purpose of this contract is to provide an immediate response for cleanup due to incidents such as water or fire to any County facility. Services include but are not limited to: testing, response to and assessment of, drying, containment, decontamination, removal, treatment, transportation, disposal, and stabilization of building structure and its finishes, and/or other impacted properties following a fire, water, or other related incident.

Proposals shall include a comprehensive and integrated approach to preparedness, planning, response and recovery. Proposals shall include all labor, equipment, and materials to perform proper remediation work. Proposals shall include rates for each proposed service.

Proposer shall assume that the facility requiring services is not powered and shall include temporary power needs for all equipment in proposal.

All work authorized under this contract shall be performed in conformance with all applicable Federal, state, and local laws, regulations, and rules.
Section 5– Proposal Format and Evaluation Criteria

The following criteria will be considered in the evaluation of responses:

Products/Pricing (50 Points Available)

1. All products and services available
2. Pricing for all available products and services

Performance Capability (30 Points Available)

1. Ability to deliver products and services to New Hanover County, North Carolina
2. After hours’ response capability including availability of personnel to respond immediately to provide services
3. History of meeting timelines
4. Financial condition of vendor
5. Safety record of vendor and any applicable proposed subcontractors

Qualification and Experience (20 Points Available)

1. Quality of references from minimum of five government agencies
2. Past experience with government sector
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

The undersigned ______________________ certifies, to the best of his or her knowledge and belief, that:

(Proposer)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form L-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Proposer, ______________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

__________________________
Signature of Proposer’s Authorized Official

__________________________
Printed Name and Title of Contractors Authorized Official
CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Proposer/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Proposer/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Proposer/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Proposer/Contractor), ____________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

__________________________  ____________________________
Date  Signature of Proposer’s Authorized Official

__________________________
Printed Name and Title of Contractors Authorized Official
In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Proposer offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this proposal, the undersigned Proposer certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Proposer as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Proposer’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Proposer certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.